

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made as of December 21, 1996 between BASE Consulting Group, LLC, a California Limited Liability Company ("BASE") and Export Finance Systems, Inc. ("EFS"). The parties hereto agree as follows:

1. SCOPE OF SERVICES AND TERMS OF AGREEMENT

EFS engages BASE to provide and BASE agrees to furnish the services set forth in Exhibit "A", "Statement of Services", which is attached hereto and is incorporated herein by reference. The scope of Services and terms of the Agreement can only be modified by a mutual agreement in writing between EFS and BASE.

2. FEES AND RATES

BASE's fees and daily rates are determined by a variety of factors, including, but not limited to, the novelty and difficulty of the work to be performed; the special skill possessed by the individuals performing the work; the likelihood that the acceptance of this particular job will preclude other work; the fees customarily charged in the locality for similar services; the time limitations imposed by the client or the circumstances; and the experience, reputation and ability of the individuals performing the services. Rates currently charged are set forth in Exhibit "A", "Statement of Services", which is attached hereto and incorporated herein by reference. Rates charged may be adjusted with the consent of EFS after 12/31/97. EFS will be notified of rate changes.

3. INVOICES

- a. BASE shall invoice EFS every two weeks for services rendered. Payment on each invoice shall be made payable to: BASE Consulting Group, LLC, P.O. Box 192443, San Francisco, CA 94119-2443, and shall be due within fifteen (15) days after submission of invoice. Any amount not paid within fifteen (15) days after the date of the invoice shall be subject to a late payment charge equal to one and one-half percent (1 1/2%) per month of the amount unpaid.
- b. Invoices for services rendered and expenses incurred shall be sent by BASE to the attention of Robert Martin at Export Finance Systems, Inc., 44 Montgomery Street, Suite 1308, San Francisco, CA 94104.

4. EXPENSES

EFS shall reimburse BASE for all extraordinary out-of-pocket expenses incurred by BASE in the performance of services rendered under this Agreement, provided that these expenditures have been incurred at the request of EFS. All such expenses shall be approved by Robert Martin at EFS prior to being incurred.

6. CONFIDENTIAL MATTERS

BASE shall keep in confidence all confidential information of EFS acquired in connection with the services performed under this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of EFS, BASE shall not publish, communicate, divulge, disclose or use any of EFS's confidential information. Upon termination of this Agreement, BASE shall deliver all EFS records, data, information, and other documents and all copies thereof to EFS.

7. TITLE TO INFORMATION AND EQUIPMENT

- a. All machines, instruments and products purchased or manufactured and paid for by BASE shall remain the exclusive property of BASE.

- b. All data, designs, documentation, plans, specifications and any and all tangible information or works, including but not limited to, any and all written information which may be or has been furnished to BASE and which may be produced, prepared or designed by BASE in connection with the services, shall be, become and remain the exclusive property of EFS. BASE shall not make copies of any such materials referred to in this paragraph except to the extent absolutely required to enable BASE to perform the services under this Agreement.

8. TERMINATION OF AGREEMENT

- a. **Termination on Notice:** This Agreement may be terminated by EFS by giving thirty (30) days advance written notice to BASE, or by BASE giving ninety (90) days advance written notice to EFS setting forth the effective date of such termination. Upon receipt of such notice, BASE shall advise EFS of the extent to which BASE has completed the services required to be performed hereunder and shall collect and deliver to EFS whatever work product may exist, and any physical embodiment thereof, in the manner requested by EFS.
- b. **Termination for Default:** Should either party materially breach any of the provisions of this Agreement, the nonbreaching party may terminate this Agreement by giving written notice to the breaching party describing the breach. The termination notice shall be effective on the fifth day following the receipt of the notice by the breaching party unless the breaching party has cured the breach. Nonpayment of compensation within twenty (20) days of the date of an invoice constitutes a material breach of this Agreement.

9. ARBITRATION

Any controversy arising out of or relating to this Agreement shall be resolved by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or in any litigation relating thereto shall be entitled to an award of attorney's fees and costs.

10. ENTIRE AGREEMENT OF THE PARTIES

This Agreement together with the Proprietary Information Agreement dated 12/31/96, supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by BASE for EFS and contain all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein or in the Proprietary Information Agreement, and that no other agreement, statement, or promise not contained in this Agreement or in the Proprietary Information Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. NOTICES

Any notices required or permitted to be given by this Agreement shall be mailed via certified mail, return receipt requested, postage prepaid, or shipped via Federal Express "next day courier delivery" to Robert Martin at Export Finance Systems, Inc., 44 Montgomery Street, Suite 1308, San Francisco, CA 94104 or to James F. Wirth at BASE Consulting Group, LLC, at P.O. Box 192443, San Francisco, California 94119-2443.

Notice shall be deemed given: (1) on the date such notice is deposited in the U.S. mail via certified mail, return receipt requested; (2) on the date such notice is deposited with Federal Express for "next day" delivery; or (3) upon personal service to the address stated herein, unless otherwise stated herein. The parties shall promptly give written notice to each other of any change in address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

13. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

12/31/96
Dated

James F. Wirth
BASE Consulting Group, LLC

1/16/97
Dated

Robert F. Martin
Export Finance Systems, Inc.

EXHIBIT A
STATEMENT OF SERVICES

The scope of services and terms of the Agreement under the Contract for Services with EFS dated December 21, 1996 shall consist of the following:

#	CONSULTANT	DESCRIPTION OF SERVICES	TERM	HOURLY RATE
1.	James F. Wirth Other BASE Consultant's or subcontractors to BASE may be made available as needed, at bill rates to be agreed upon by EFS.	<p>Consultant will provide information systems consulting services throughout the specification, development, and integration of the Export Finance System to be developed by Fritz Companies. Services will include the following:</p> <ul style="list-style-type: none"> • Ensure that functional specifications developed by Fritz address all of the business requirements defined by EFS. • Ensure that the system, as designed by Fritz, agrees to the functional specifications as signed off by EFS. • Ensure that there is integrity, security, and controls designed into the system. • Ensure that the system is designed in such a way that it can be easily "disconnected" from Fritz at some point in the future to be operated solely by EFS. • Other services as mutually agreed upon by EFS and BASE. 	<p>BASE has agreed to provide services to EFS on an as-needed basis, throughout the specification, development, and integration of the new system being developed by Fritz, as well as on a going forward basis. The term of this initial agreement shall therefore be defined as 1/1/97 to 12/31/97, and a new agreement will be required for services beyond 12/31/97.</p>	<p>\$120/hr*</p> <p>* Fixed rate from 1/1/97 to 12/31/97</p>
2.	Alma Gaoen	Consultant will provide assistance with review of and enhancements to the Export Finance System prototype application developed in Microsoft Access.	As needed.	\$100/hr